

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5454338

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
EVERI PAYMENTS INC	03/29/2019
RECEIVING PARTY DATA	
Name:	JEFFERIES FINANCE LLC
Street Address:	520 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 35	
Property Type	Number
Patent Number:	10217323
Patent Number:	9934651
Patent Number:	D813313
Patent Number:	D829765
Patent Number:	D826338
Patent Number:	9959585
Patent Number:	10068210
Patent Number:	10078940
Patent Number:	10134234
PCT Number:	US1653205
Application Number:	16283327
Application Number:	16274148
Application Number:	16265010
Application Number:	16228537
Application Number:	16173966
Application Number:	16152381
Application Number:	29665601
Application Number:	62741751
Application Number:	62741499
Application Number:	16150127

PATENT

Property Type	Number
Application Number:	16149090
Application Number:	62739841
Application Number:	29665249
Application Number:	16148975
Application Number:	29664462
Application Number:	62742443
Application Number:	16131838
Application Number:	16130568
Application Number:	16115537
Application Number:	16115539
Application Number:	16105095
Application Number:	16059937
Application Number:	15977301
Application Number:	15954404
PCT Number:	US1507033

CORRESPONDENCE DATA

Fax Number: (415)659-7311

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 650.833.2000

Email: tomika.thomas@dlapiper.com

Correspondent Name: DLA PIPER LLP (US)

Address Line 1: 2000 UNIVERSITY AVENUE

Address Line 4: EAST PALO ALTO, CALIFORNIA 94303-2214

ATTORNEY DOCKET NUMBER:	382494-000041
NAME OF SUBMITTER:	BLAKE W. JACKSON
SIGNATURE:	/Blake W. Jackson/
DATE SIGNED:	04/02/2019

Total Attachments: 7

source=382494-000041 Everi Patent Security Agreement (March 2019)#page1.tif
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PATENT SECURITY AGREEMENT
(SHORT-FORM)

PATENT SECURITY AGREEMENT, dated as of March 29, 2019 (this “Agreement”), among EVERI PAYMENTS INC., a Delaware corporation (the “Borrower”), the other Grantors identified herein and JEFFERIES FINANCE LLC, as Collateral Agent for the Secured Parties.

Reference is made to that certain Security Agreement, dated as of May 9, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Borrower, the other Grantors identified therein and who from time to time become a party thereto and the Collateral Agent. The Secured Parties’ agreements in respect of extensions of credit to the Borrower are set forth in the Credit Agreement, dated as of May 9, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Everi Holdings Inc., Jefferies Finance LLC, as Administrative Agent, Collateral Agent, Swing Line Lender, and L/C Issuer, and each lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”). The Guarantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and the performance of obligations by the Hedge Banks and the Cash Management Banks under any Secured Hedge Agreements and Secured Cash Management Agreement, as applicable, and each undersigned Grantor is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and the Hedge Banks and the Cash Management Banks to enter in to such Secured Hedge Agreements and Secured Cash Management Agreements, as applicable. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guarantees, each Grantor, pursuant to and in accordance with the Security Agreement, did and hereby does pledge to the Collateral Agent for the benefit of the Secured Parties, and did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Patent Collateral”):

All patents of the United States, all registrations and recordings thereof, and all applications for patents of the United States, and all reissues, re-examinations, continuations, divisions, continuations-in-part, renewals or extensions thereof, owned by the Grantors including those listed on Schedule I hereto, the inventions or improvements disclosed or claimed therein, all Proceeds and products of any of the foregoing, and all causes of action arising prior to or after the date hereof for infringement of any of the foregoing.

Section 3. Termination. This Patent Security Agreement and the security interest granted hereby (in each case, as to an individual Grantor) shall automatically terminate with respect to all of a Grantor’s Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Grantor’s obligations thereunder. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver, at

the sole expense of the Grantors, to any Grantor as such Grantor may request, an instrument in writing releasing the security interest in the Patent Collateral acquired under this Agreement. Additionally, upon such satisfactory performance or payment, the Collateral Agent shall reasonably cooperate, at the sole expense of the Grantors, with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Patent Collateral.

Section 4. Supplement to the Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.


Section 5. Governing Law. The terms of Section 11.14 of the Credit Agreement with respect to governing law are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

EVERI PAYMENTS INC. as the Borrower and a
Grantor

EVERI GAMES INC., as a Grantor

By: 

Name: Randy L. Taylor
Title: Chief Financial Officer

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 

Name: Paul Chisholm
Title: Managing Director

Schedule I**SCHEDULE OF PATENTS**

Patents:

OWNER	TITLE	PATENT NO.	ISSUE DATE	COUNTRY
EVERI GAMES INC.	GAMING MACHINE, SYSTEM, AND METHOD WITH MULTIPLE REEL SET CONTROL	10217323	2019/02/26	USA
EVERI GAMES INC.	GAMING MACHINE AND METHOD FOR PROVIDING PLAYER- SELECTABLE ENHANCEMENT SPOTS	9934651	2018/04/03	USA
EVERI GAMES INC.	GAMING MACHINE TOP BOX	D813313	2018/03/20	USA
EVERI GAMES INC.	GAMING MACHINE	D829765	2018/10/02	USA
EVERI GAMES INC.	GAMING MACHINE	D826338	2018/08/21	USA
EVERI PAYMENTS INC.	SYSTEM AND METHOD FOR CHECKLESS CASH ADVANCE SETTLEMENT	9959585	2018/05/01	USA
EVERI PAYMENTS INC.	CASINO CASH SYSTEM, APPARATUS AND METHOD UTILIZING INTEGRATED CIRCUIT CARDS	10068210	2018/09/04	USA
EVERI PAYMENTS INC.	METHOD AND SYSTEM FOR FACILITATING MONETARY VALUE GAMING	10078940	2018/09/18	USA

OWNER	TITLE	PATENT NO.	ISSUE DATE	COUNTRY
	TICKET REDEMPTION			
EVERI PAYMENTS INC.	SYSTEM AND METHOD FOR INTEGRATED MULTIPLE SOURCE PLAYER CASH ACCESS	10134234	2018/11/20	USA
EVERI GAMES INC.	APPARATUS AND METHODS FOR FACILITATING WAGERING ON GAMES CONDUCTED ON AN INDEPENDENT VIDEO GAMING SYSTEM	PCT/US16/53205	2018/09/07	AU

Patent Applications:

Owner	TITLE	Application Number	Filing Date	Country
EVERI GAMES INC.	[REDACTED]	16/283,327	2019/02/22	USA
EVERI GAMES INC.	[REDACTED]	16/274,148	2019/02/13	USA
EVERI GAMES INC.	[REDACTED]	16/265,010	2019/02/01	USA
EVERI GAMES INC.	[REDACTED]	16/228,537	2018/12/20	USA
EVERI PAYMENTS INC.	[REDACTED]	16/173,966	2018/10/29	USA
EVERI GAMES INC.	[REDACTED]	16/152,381	2018/10/05	USA
EVERI GAMES INC.	[REDACTED]	29/665,601	2018/10/05	USA
EVERI PAYMENTS INC.	[REDACTED]	62/741,751	2018/10/05	USA
EVERI PAYMENTS INC.	[REDACTED]	62/741,499	2018/10/04	USA
EVERI GAMES INC.	[REDACTED]	16/150,127	2018/10/02	USA
EVERI GAMES INC.	[REDACTED]	16/149,090	2018/10/01	USA
EVERI PAYMENTS INC.	[REDACTED]	62/739,841	2018/10/01	USA
EVERI PAYMENTS INC.	[REDACTED]	29/665,249	2018/10/01	USA
EVERI GAMES INC.	[REDACTED]	16/148,975	2018/10/01	USA
EVERI GAMES INC.	[REDACTED]	29/664,462	2018/09/25	USA
EVERI GAMES INC.	[REDACTED]	62/742,443	2018/09/25	USA
EVERI PAYMENTS INC.	[REDACTED]	16/131,838	2018/09/14	USA
EVERI PAYMENTS INC.	[REDACTED]	16/130,568	2018/09/13	USA
EVERI GAMES INC.	[REDACTED]	16/115,537	2018/08/28	USA

Owner	TITLE	Application Number	Filing Date	Country
EVERI GAMES INC.	[REDACTED]	16/115,539	2018/08/28	USA
EVERI PAYMENTS INC.	[REDACTED]	16/105,095	2018/08/20	USA
EVERI GAMES INC.	[REDACTED]	16/059,937	2018/08/09	USA
EVERI PAYMENTS INC.	[REDACTED]	15/977,301	2018/05/11	USA
EVERI PAYMENTS INC.	[REDACTED]	15/954,404	2018/04/16	USA
EVERI GAMES INC.	[REDACTED]	2018226500	2018-09-10	CA
EVERI GAMES INC.	[REDACTED]	PCT/US15/7033	2018-10-04	PCT